

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS**

Raul Alberto Coronado,

Plaintiff,

v.

Eagle Mountain Tree Farm, Inc. and  
Gabriel Olvera  
Defendants.

Case No. 6:22-cv-521

PLAINTIFF DEMANDS  
TRIAL BY JURY

**COMPLAINT**

Plaintiff, Raul Alberto Coronado (“Plaintiff”), by and through their attorneys, Daniel I. Schlade and James M. Dore, complain against Eagle Mountain Tree Farm, Inc. (“Defendant” or “EAGLE”) and Gabriel Olvera (“Defendant” or “OLVERA”). EAGLE and OLVERA may collectively be referred to as “Defendants”. In support of this Complaint, Plaintiff states:

**Introduction**

1. This action seeks redress for Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), as well as any related state law claims, for Defendants’ failure to pay overtime wages owed.

**Parties**

2. Plaintiff is a resident of Fairfield, Texas; and he was employed by EAGLE and OLVERA.

3. EAGLE is a business that is located, headquartered, and conducts business in Mexia, Texas.

4. OLVERA is the owner and President of EAGLE, and they are in charge of its employees. On information and belief, OLVERA is a resident of Mexia, Texas.

5. Defendants are “an enterprise engaged in commerce or in the production of goods for commerce” under 29 USC § 203(s)(1)(A)(i) and (ii) because they have annual gross volume of sales made or business done of at least \$500,000; and because they are engaged in interstate commerce or in the production of goods for interstate commerce.

#### **Jurisdiction And Venue**

6. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. §1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

7. Venue is proper in the NORTHERN District of Texas because all underlying facts and transactions occurred in or about Mexia, Texas.

#### **Facts Common To All Claims**

8. EAGLE is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity.

9. OLVERA is an “employer” as that term is defined in Section 203 of the FLSA, because: (1) they were Plaintiff’s head “boss” at EAGLE; (2) they had the power to hire and fire the employees, including Plaintiff; (3) they supervised and controlled Plaintiff’s work schedules and conditions of employment; (4) they determined the rate and method of payment for employees; and (5) they maintained employment records.

#### **COUNT I: VIOLATION OF THE FLSA**

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at EAGLE in or before 2012 until on or about November 2021.

12. At all times, Plaintiff held the same position at EAGLE, they were a delivery driver. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform deliveries, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 78 hours per week.

14. Plaintiff was paid their wages on a(n) daily basis.

15. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of his performance.

16. Plaintiff’s rate of pay was variable, 2019-2020 approximately \$237.50 per day and in 2021 \$125 per day .

17. Throughout the course of Plaintiff’s employment with Defendants Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

18. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

19. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs’ time worked; and Defendants’ failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

20. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$38,790.78 in unpaid overtime wages; (ii) liquidated damages of \$38,790.78; and (iii) Plaintiff’s attorney’s fees and costs, to be determined. A calculation of Plaintiff’s damages are attached as Exhibit A.

WHEREFORE, Plaintiff Raul Alberto Coronado respectfully requests that the Court enter a judgment in their favor and against Defendants EAGLE and OLVERA jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$38,790.78;
- B. An award liquidated damages in an amount equal to at least \$38,790.78;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

Raul Alberto Coronado

/s/James M. Dore  
By Their Attorney

James M. Dore  
Texas Bar No. 24128272  
Justicia Laboral LLC  
6232 N. Pulaski, #300  
Chicago, IL 60646  
Phone: 773-942-9415 x 105  
jdore@justicialaboral.com

**PLAINTIFFS DEMAND TRIAL BY JURY**

# EXHIBIT A

<u>Week</u>	<u>Av. Hours/Wk.</u>	<u>Hours Over 40</u>	<u>Hrly. Wage</u>	<u>Unpaid OT</u>	<u>FLSA Liquidated</u>
5/12/2019	78	38	\$18.27	\$347.13	\$347.13
5/19/2019	78	38	\$18.27	\$347.13	\$347.13
5/26/2019	78	38	\$18.27	\$347.13	\$347.13
6/2/2019	78	38	\$18.27	\$347.13	\$347.13
6/9/2019	78	38	\$18.27	\$347.13	\$347.13
6/16/2019	78	38	\$18.27	\$347.13	\$347.13
6/23/2019	78	38	\$18.27	\$347.13	\$347.13
6/30/2019	78	38	\$18.27	\$347.13	\$347.13
7/7/2019	78	38	\$18.27	\$347.13	\$347.13
7/14/2019	78	38	\$18.27	\$347.13	\$347.13
7/21/2019	78	38	\$18.27	\$347.13	\$347.13
7/28/2019	78	38	\$18.27	\$347.13	\$347.13
8/4/2019	78	38	\$18.27	\$347.13	\$347.13
8/11/2019	78	38	\$18.27	\$347.13	\$347.13
8/18/2019	78	38	\$18.27	\$347.13	\$347.13
8/25/2019	78	38	\$18.27	\$347.13	\$347.13
9/1/2019	78	38	\$18.27	\$347.13	\$347.13
9/8/2019	78	38	\$18.27	\$347.13	\$347.13
9/15/2019	78	38	\$18.27	\$347.13	\$347.13
9/22/2019	78	38	\$18.27	\$347.13	\$347.13
9/29/2019	78	38	\$18.27	\$347.13	\$347.13
10/6/2019	78	38	\$18.27	\$347.13	\$347.13
10/13/2019	78	38	\$18.27	\$347.13	\$347.13
10/20/2019	78	38	\$18.27	\$347.13	\$347.13
10/27/2019	78	38	\$18.27	\$347.13	\$347.13
11/3/2019	78	38	\$18.27	\$347.13	\$347.13
11/10/2019	78	38	\$18.27	\$347.13	\$347.13
11/17/2019	78	38	\$18.27	\$347.13	\$347.13
11/24/2019	78	38	\$18.27	\$347.13	\$347.13
12/1/2019	78	38	\$18.27	\$347.13	\$347.13
12/8/2019	78	38	\$18.27	\$347.13	\$347.13
12/15/2019	78	38	\$18.27	\$347.13	\$347.13
12/22/2019	78	38	\$18.27	\$347.13	\$347.13
12/29/2019	78	38	\$18.27	\$347.13	\$347.13
1/5/2020	78	38	\$18.27	\$347.13	\$347.13
1/12/2020	78	38	\$18.27	\$347.13	\$347.13
1/19/2020	78	38	\$18.27	\$347.13	\$347.13
1/26/2020	78	38	\$18.27	\$347.13	\$347.13
2/2/2020	78	38	\$18.27	\$347.13	\$347.13
2/9/2020	78	38	\$18.27	\$347.13	\$347.13
2/16/2020	78	38	\$18.27	\$347.13	\$347.13
2/23/2020	78	38	\$18.27	\$347.13	\$347.13
3/1/2020	78	38	\$18.27	\$347.13	\$347.13
3/8/2020	78	38	\$18.27	\$347.13	\$347.13
3/15/2020	78	38	\$18.27	\$347.13	\$347.13
3/22/2020	78	38	\$18.27	\$347.13	\$347.13
3/29/2020	78	38	\$18.27	\$347.13	\$347.13
4/5/2020	78	38	\$18.27	\$347.13	\$347.13
4/12/2020	78	38	\$18.27	\$347.13	\$347.13
4/19/2020	78	38	\$18.27	\$347.13	\$347.13
4/26/2020	78	38	\$18.27	\$347.13	\$347.13
5/3/2020	78	38	\$18.27	\$347.13	\$347.13
5/10/2020	78	38	\$18.27	\$347.13	\$347.13
5/17/2020	78	38	\$18.27	\$347.13	\$347.13
5/24/2020	78	38	\$18.27	\$347.13	\$347.13
5/31/2020	78	38	\$18.27	\$347.13	\$347.13
6/7/2020	78	38	\$18.27	\$347.13	\$347.13
6/14/2020	78	38	\$18.27	\$347.13	\$347.13
6/21/2020	78	38	\$18.27	\$347.13	\$347.13
6/28/2020	78	38	\$18.27	\$347.13	\$347.13
7/5/2020	78	38	\$18.27	\$347.13	\$347.13
7/12/2020	78	38	\$18.27	\$347.13	\$347.13
7/19/2020	78	38	\$18.27	\$347.13	\$347.13
7/26/2020	78	38	\$18.27	\$347.13	\$347.13
8/2/2020	78	38	\$18.27	\$347.13	\$347.13
8/9/2020	78	38	\$18.27	\$347.13	\$347.13
8/16/2020	78	38	\$18.27	\$347.13	\$347.13
8/23/2020	78	38	\$18.27	\$347.13	\$347.13
8/30/2020	78	38	\$18.27	\$347.13	\$347.13
9/6/2020	78	38	\$18.27	\$347.13	\$347.13

9/13/2020	78	38	\$18.27	\$347.13	\$347.13
9/20/2020	78	38	\$18.27	\$347.13	\$347.13
9/27/2020	78	38	\$18.27	\$347.13	\$347.13
10/4/2020	78	38	\$18.27	\$347.13	\$347.13
10/11/2020	78	38	\$18.27	\$347.13	\$347.13
10/18/2020	78	38	\$18.27	\$347.13	\$347.13
10/25/2020	78	38	\$18.27	\$347.13	\$347.13
11/1/2020	78	38	\$18.27	\$347.13	\$347.13
11/8/2020	78	38	\$18.27	\$347.13	\$347.13
11/15/2020	78	38	\$18.27	\$347.13	\$347.13
11/22/2020	78	38	\$18.27	\$347.13	\$347.13
11/29/2020	78	38	\$18.27	\$347.13	\$347.13
12/6/2020	78	38	\$18.27	\$347.13	\$347.13
12/13/2020	78	38	\$18.27	\$347.13	\$347.13
12/20/2020	78	38	\$18.27	\$347.13	\$347.13
12/27/2020	78	38	\$18.27	\$347.13	\$347.13
1/3/2021	78	38	\$9.60	\$182.40	\$182.40
1/10/2021	78	38	\$9.60	\$182.40	\$182.40
1/17/2021	78	38	\$9.60	\$182.40	\$182.40
1/24/2021	78	38	\$9.60	\$182.40	\$182.40
1/31/2021	78	38	\$9.60	\$182.40	\$182.40
2/7/2021	78	38	\$9.60	\$182.40	\$182.40
2/14/2021	78	38	\$9.60	\$182.40	\$182.40
2/21/2021	78	38	\$9.60	\$182.40	\$182.40
2/28/2021	78	38	\$9.60	\$182.40	\$182.40
3/7/2021	78	38	\$9.60	\$182.40	\$182.40
3/14/2021	78	38	\$9.60	\$182.40	\$182.40
3/21/2021	78	38	\$9.60	\$182.40	\$182.40
3/28/2021	78	38	\$9.60	\$182.40	\$182.40
4/4/2021	78	38	\$9.60	\$182.40	\$182.40
4/11/2021	78	38	\$9.60	\$182.40	\$182.40
4/18/2021	78	38	\$9.60	\$182.40	\$182.40
4/25/2021	78	38	\$9.60	\$182.40	\$182.40
5/2/2021	78	38	\$9.60	\$182.40	\$182.40
5/9/2021	78	38	\$9.60	\$182.40	\$182.40
5/16/2021	78	38	\$9.60	\$182.40	\$182.40
5/23/2021	78	38	\$9.60	\$182.40	\$182.40
5/30/2021	78	38	\$9.60	\$182.40	\$182.40
6/6/2021	78	38	\$9.60	\$182.40	\$182.40
6/13/2021	78	38	\$9.60	\$182.40	\$182.40
6/20/2021	78	38	\$9.60	\$182.40	\$182.40
6/27/2021	78	38	\$9.60	\$182.40	\$182.40
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9/19/2021	78	38	\$9.60	\$182.40	\$182.40
9/26/2021	78	38	\$9.60	\$182.40	\$182.40
10/3/2021	78	38	\$9.60	\$182.40	\$182.40
10/10/2021	78	38	\$9.60	\$182.40	\$182.40
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10/31/2021	78	38	\$9.60	\$182.40	\$182.40
11/7/2021	78	38	\$9.60	\$182.40	\$182.40
11/14/2021	78	38	\$9.60	\$182.40	\$182.40
11/21/2021	78	38	\$9.60	\$182.40	\$182.40
11/28/2021	78	38	\$9.60	\$182.40	\$182.40
12/5/2021	78	38	\$9.60	\$182.40	\$182.40
	<b>TOTALS</b>	<b>3610</b>		<b>\$38,790.78</b>	<b>\$38,790.78</b>